

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 30	
2. AMENDMENT/MODIFICATION NO. 000002		3. EFFECTIVE DATE 08/05/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE HQ		7. ADMINISTERED BY (If other than Item 6) CODE HQ	
NASA/Goddard Space Flight Center Headquarters Procurement Office Candis Edwards/Code 210.H 301-286-4095 Greenbelt MD 20771		NASA/Goddard Space Flight Center Headquarters Procurement Office Candis Edwards/ Code 210.H 301-286-4095 Greenbelt MD 20771			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. NNH11367108R			
		x 9B. DATED (SEE ITEM 11) 07/13/2011			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of Amendment 2 is to revise the solicitation and to issue responses to the questions received under this solicitation.

The response date remains unchanged at August 19, 2011 at 12:00pm (EST).

Accordingly:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra P. Bruce	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

1.) Add the following clauses to Part 1 of this solicitation:

1.42 RIGHTS IN DATA-GENERAL (52.227-14) (DEC 2007)

(a) *Definitions.* As used in this clause-

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items,

components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive,

irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) For the purposes of receiving updates, correction notices, consultation information, or other similar information regarding any computer software delivered under this contract/purchase order, the NASA Contracting Officer or the NASA Contracting Officer's

Technical Representative/User may sign any vendor-supplied agreements, registration forms, or cards and return them directly to the vendor; however, such signing shall not alter any of the rights or obligations of either NASA or the vendor set forth in this clause or elsewhere in this contract/purchase order.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

1.43 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MARCH 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from

time to time during the course of the contract to add or delete personnel and/or facilities.

Key Personnel Position: Project Manager

(End of clause)

2.) Delete the Statement of Work (SOW) dated 06/29/2011 in its entirety and replace it with the SOW dated 08/03/2011 attached hereto.

Below is a list of the changes to the SOW (changes are shown in **bold** and *italic*):

- (a) Paragraph 1.12 has been deleted.
- (b) Paragraph 1.12.1 has been deleted.
- (c) Paragraph 11.14.1.2 has been revised to read as follows:

Minimum 2 years experience using Office of Personnel Management (OPM) applications, such as eQip Agency, PIPS, any successor applications, and all federal applications pertaining to HSPD-12/FIPS 201. This requirement may be waived by the Government for Security Specialists providing OPS Security Specialist requirements under Section **1.15.6**.

- (d) Paragraph 1.15.2 has been revised to read as follows:

Planned Special Events. The contractor shall provide protective services for Planned Special Events. Examples of Planned Special Events include open-house events, executive conferences, employee social events, and VIP visits. The contractor shall be required to provide timely and responsive support for such events.

- (e) Paragraph 14.4 has been revised to read as follows:

NASA HQ Local Orientation Training. In addition to the SOFC certification, all offerors shall receive 24 hours of training orienting them to local HQ procedures, environment, and equipment. ***This one time training of 24 hours*** shall be accomplished before a security officer is posted. ***Training shall be provided by the Contractor with prior approval of the orientation curriculum by the Contracting Officer's Technical Representative (COTR).***

- (f) Paragraph 14.5.1 has been revised to read as follows:

The Contractor shall **provide** firearms range operations as may be necessary to maintain the required certification and proficiency of the workforce, and support of NASA civil servant training requirements.

(g) Section 14.5.2 has been revised to read as follows:

Range operations may be conducted on NASA facilities or on non-NASA facilities where appropriate. At NASA HQ, there is not a firearms range facilities. The contractor shall coordinate the use of range facilities to conduct qualification, re-qualification, and other firearms training related activities. ***The Contractor is not allowed to take firearms offsite while working a post; however, the Contractor is allowed to take firearms offsite with the COTR's approval for firearms training only. Storage areas and cleaning area for weapons will be provided by NASA. The Contractor is responsible for weapons to be issued and returned for on duty employees.***

(h) Paragraph 14.7 has been revised to read as follows:

Non-lethal Weapons. The contractor shall ensure that all uniformed personnel have been trained and certified on the use of an electroshock incapacitant weapon of the type and manufacturer indentified by NASA. ***The contractor shall supply each officer with single shot law enforcement Taser Model X26.***

(i) 16.1 Staffing configuration has been revised in part as follows:

Type Employee	Description and Location	Time	Hrs/Day	Days/Wk
Security Specialist	Security Office	0800 - 1600	8	Mon- Fri
Security Assistant (2)	Security Office	0800 - 1600	16	Mon-Fri
Badging Technician	Security Office	0800 - 1600	8	Mon- Fri
Locksmith	Security Office	0800 - 1600	8	Mon- Fri
Security System Technician	Security Office	0800-1600	8	Mon-Fri

(j) Paragraph 19.4.1 has been revised to read as follows:

Standard uniform duty gear shall be plain black. All duty gear shall be fully serviceable and professional in appearance. Duty Gear shall include a duty belt,

level III retention holster, pants belt, belt keepers, reflective vest, magazine pouch, radio carrier, **baton**, baton holder, flashlight carrier, handcuff pouch, nametag, US Flag patch on right sleeve, appropriate rank insignia, NASA patch, and other items as approved by the COTR.

3.) Clause 1.38 Collective Bargaining Agreement is deleted in its entirety and replaced with the following:

1.38 Collective Bargaining Agreement

In performance of this contract, the Contractor shall comply with requirements of the Collective Bargaining Agreement effective January 29, 2008, as Amended on January 25, 2011 (see Attachment H for both documents).

4.) Delete Exhibit 5 in its entirety and replace with revised Exhibit 5 dated 08/03/2011 attached hereto.

5.) Delete RFP Sections 4.7-4.10 in its entirety and replace it with revised Sections 4.7-4.11 attached hereto. The following changes were made to the sections 4.7-4.11:

(a) Delete section 4.7 in its entirety and replace it with a revised section 4.7:

4.7 PROPOSAL PREPARATION - GENERAL INSTRUCTIONS

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW) Attachment A. Generally, the proposal should:

- *Demonstrate understanding of the overall and specific requirements of the proposed contract.*
- *Convey the company's capabilities for transforming understanding into accomplishment.*
- *Present in detail, the plans and methods for so doing.*
- *Present the price associated with so doing.*

In the event that other organizations are proposed as having being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

B. PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer Volume	Original plus 6 Hard Copies and two electronic copies
II	Technical Merit Volume	Original plus 6 Hard Copies and two electronic copies
III	Price Volume	Original plus 6 Hard Copies and two electronic copies
IV	Past Performance Volume	Original plus 6 Hard Copies and two electronic copies

(2) All pages of Volumes I, II, III, and IV shall be numbered and identified with the offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(3) Two electronic copies of the offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Word and Excel Windows 2007. Price proposal charts shall use Microsoft Excel 2007 for Windows. Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(4) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Part 5 of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix

is excluded from the page limitations contained in paragraph (b)(1) below.

- (5) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.**

C. PROPOSAL CONTENT AND PAGE LIMITATIONS

- (1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.**

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	I	4.10	None
Technical Merit Volume	II	4.10	50 Pages
(a) Cover Page, SOW Compliance, Quality Control Plan, Safety and Health Plan, and Phase-in Plan			Excluded
(b) Representative Task Orders			20 Pages Total
Price Volume	III	4.10	None
(a) Fully Loaded Direct Labor Rates (Attachment E)			None
(b) Price Exhibits 4-7			None

<i>Proposal Component</i>	<i>Volume</i>	<i>Reference</i>	<i>Page Limitations</i>
<i>Past Performance Volume</i>	<i>IV</i>	<i>4.10</i>	<i>None</i>

****Prime and each individual significant subcontractor***

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Price volume of your proposal is not page limited. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal

revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

(b) Sections 4.8-4.11 are deleted in their entirety and replaced with the following:

4.8 PROPOSAL MARKING AND DELIVERY (JAN 2010)

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Solicitation Number: NNH11367108R
Attn: Candis Edwards
Building 17, Room S112
PROPOSAL--DELIVER UNOPENED

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."

2. Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Hubble Road off of Soil Conservation Road, north from Greenbelt Road.

Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

3. Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

- U.S. Postal Service Express Mail
- Commercial Delivery Service
- Delivery by company employee or other individual agent

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

If proposals are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offeror **MUST** comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).
- c. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.

- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the proposal, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the proposal packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services are highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

4.9 OFFER ACCEPTANCE PERIOD

The Offeror's proposal shall remain valid for a period of not less than 120 calendar days.

(End of Provision)

4.10 REQUIRED INFORMATION TO BE PROVIDED BY OFFEROR

Standard Form (SF) 1449 and Offeror Representations and Certifications

SF 1449 - The Offeror shall appropriately complete blocks 12, 17, 23, 24, and 30 and return the completed SF 1449 with the proposal/quotation.

Offeror Representations and Certifications - The Offeror shall appropriately complete and return the Offeror Representations and Certifications Commercial Items (52.212-3) and FAR Provision 52.209-5, located at Part 3 of this RFP. Any such changes must be separately identified in the Summary of Exceptions. Offeror's are required to sign and submit three signed original SF 1449s.

Provide the names and phone numbers of persons to be contacted for clarification of questions of technical nature and business nature. Identify any consultants and/or subcontractors used in writing the proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The Contractor schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT
TBP = TO BE PROPOSED BY THE CONTRACTOR

Offerors shall be required to present their technical proposals in written format. Proposals shall be no more than **50** pages. Offerors shall submit one (1) original and six (6) copies of their written proposal **and two (2) electronic copies.**

Technical Merit Proposal

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW).

The offeror shall:

- Describe its technical approach to meet the requirements of the statement of work. The response should be specific, detailed, and complete enough to clearly and fully demonstrate that it understands the requirements and the inherent problems associated with the objectives of this procurement. The offeror shall identify all of the potential risks under this SOW and also describe the risk management techniques that will be used to manage identified risks during contract performance. **Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate, as are phrases such as "Standard Procedures will be employed" and "Well known type techniques will be used."**
- Offeror shall provide a Quality Control (QC) Plan that shall include how the offeror intends to ensure quality control throughout each area of the Statement of Work. The plan shall include offeror's procedures for implementing the QC plan. QC Plan shall address methodology used to demonstrate how the offeror will continually evaluate its own performance.

- Offeror shall provide a staffing plan and skill mix to include labor categories and hours required to accomplish the core component of this requirement along with an explanation of why this staffing plan and skill mix are sufficient and appropriate. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ. In addition offeror's shall include in the staffing plan the following for both the core and IDIQ component of this requirement:
 1. Offeror's ability to supply fully qualified personnel within short periods of time.
 2. The offeror's ability to provide on-going training of personnel.
 3. The offeror's ability to provide manning during emergency and unplanned events.
 4. The offeror's ability to quickly fill staff vacancies as they occur.
- The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, entitled "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements." This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3B>

The offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination. The offeror shall also include in the Safety and Health Plan how the offeror will handle the following hazardous material and/or hazardous operations:

- Asbestos- some of the areas within the building that require the changing of locks may have asbestos within the locks.
- Noise Exposure- the discharge of a fire arm.
- Lead- the ammunition for fire arms contains lead.
- Hazard Communication- the chemicals used to clean the fire

arms are hazardous. Information regarding proper use of the chemicals is to be read and complied with.

- The RTOs included in **Exhibits 2 and 3** are tasks to be used for evaluation purposes that may or may not be issued during the performance period. Your response to the RTO's shall not exceed 20 pages total. These tasks provide the Offeror with the opportunity to demonstrate in detail their understanding of the requirements and to illustrate their processes that would typically be used to accomplish the tasks. ***For each RTO, the Offeror shall demonstrate their understanding of the task, describe their technical and management approaches, and provide a detailed schedule.*** The proposal shall address the nature, scope, and complexity in which this work is to be performed. The proposal shall include a discussion of sufficient detail to communicate the Offeror's approach for identifying all risks and risk mitigation.

The Offeror shall provide the staffing plan and skill mix required to accomplish each RTO, along with an explanation of why this staffing and skill mix are sufficient and appropriate.

- If subcontracting/teaming arrangements or advisory arrangements are proposed, identify their interfaces to your organizational structure and provide: 1) a separate organization chart for each teaming contractor and subcontractor, 2) the basis for selection of the teaming contractor or subcontractor, 3) the nature and extent of the work to be performed by the teaming contractor or subcontractor, 4) the benefits of these arrangements to the Government, and 5) methods of management and reporting to NASA/Headquarters of teaming/subcontractors' financial and technical plans and performance. Describe the procedures for determining applicability of subcontracting/teaming arrangements, if any, and for managing subcontracts/teaming arrangements. The offeror's planned usage, if any, of subcontracting/teaming arrangements shall be addressed. For any subcontracting/teaming arrangements, the offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of teaming/subcontracted portions of the contract.
- Provide a detailed phase-in plan that addresses, at a minimum, the offeror's approach to phase-in sufficiently to ensure continuity and a

smooth transition with the incumbent Contractor during the 30-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full Contract responsibility on the effective date of the Contract. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, staffing plan, orientation and training of personnel. The offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements (see **Attachment B**). Offeror should identify the phase-in plan assumes any dependency upon the incumbent Contractor. The offeror shall identify the extent of NASA personnel involvement during the phase in period. The 30-day phase-in period (separate from the period of performance of this contract) will be accomplished through the issuance of a separate fixed price purchase order.

Past Performance

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and/or complexity to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

(a) **INFORMATION FROM THE OFFEROR**

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$520,000 that your company has had within the last 3 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size, content, and/or complexity) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$520,000. The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 3 years of the RFP release date with a minimum

average annual cost/fee incurred of at least 10% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$1.6M (10% of \$16M) for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Offerors shall estimate prime contract and significant subcontract percentages and value based on an assumption that the contract will meet the Maximum Ordering Value and performance will reflect all areas of the statement of work (offerors shall also consider other RFP information and available historical performance data in this estimate). Indicate the primary functions within Statement of Work to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size, content, and/or complexity) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. (Please verify the telephone numbers provided are current and correct).
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528
(\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude

and scope. Rationale must be provided to demonstrate that it is comparable.

- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation)

(b)PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as **Exhibit 1** to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical

customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 8 of the SF 1449:

NASA Goddard Space Flight Center
Attn: Candis Edwards, Code 210.H
RFP NNH11367108R
Bldg. 17, Rm. S112
Greenbelt, MD 20771
Email: Candis.Edwards@nasa.gov
Telephone: 301-286-4095
FAX: 301-286-0357

Past Performance Questionnaires will be ***accepted*** in hard copy format by mail or fax or in electronic copy format by email addressed to the above point of contact.

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c)SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

Price Proposal

The Federal Acquisition Regulation (FAR) requires Contracting Officers to

purchase supplies and services from responsible sources at fair and reasonable prices.

1. General Instructions

Price proposal exhibits are included with this RFP that summarize the elements of cost for the core firm fixed price and representative task orders. The required proposal exhibit formats are for evaluation purposes. If the offeror's estimating and/or accounting practice differs from the required price proposal format, the price should be computed in accordance with the offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in the fully-loaded direct labor rates.

Final monetary extensions in the price proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the price, regardless of whether or not duty free certificates are obtained.

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The offeror shall provide sufficient detail to support and explain all costs proposed. For significant subcontracts expected to exceed 25% of the RTO price, the proposed significant subcontractor shall provide the same price exhibits and supporting information that is requested from the prime offeror for each of the RTO requirements. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The offeror shall submit electronic copies of the price proposal charts contained in the referenced exhibits in ***MS Office 2007 format on CD-ROM (CD-R)***. ***Two copies of the CD-ROM's*** shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The offeror shall include all formulas in the price charts to substantiate the whole dollar amount proposed. The offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. Also, any experience factors (unit prices, hours, quantities, etc.) and judgmental projections shall be explained. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed prices.

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

2. Price Proposal Format

(a) Firm Fixed Price Core

Offerors shall complete **Exhibit 5 and 5A**, Core Firm Fixed Price Core by Cost Elements for the base year and all option years under the prime and significant subcontractors. The matrix shall include direct labor rates that are fully loaded with all indirect expenses and profit. The labor categories proposed must reflect all labor categories and levels within each category anticipated to perform the requirements of the firm fixed price portion of the Statement of Work and should range from entry level to the most senior level.

(b) FIXED PRICE SUMMARY – REPRESENTATIVE TASK ORDERS (RTOs)

Exhibit 4 summarizes the proposed firm fixed price for RTOs #1 and #2.

(c) REPRESENTATIVE TASK ORDER (RTO) PRICING

Offeror shall complete **Exhibits 4A and 4B** for each of the RTOs. In **Exhibit 4**, offerors shall include all costs associated with performing the RTO (direct labor hours and pricing, ODCs, and indirect costs and profit applied against the ODCs, if applicable).

(d) IDIQ LOADED LABOR RATE MATRIX-ATTACHMENT E

In **Attachment E**, the prime offeror shall propose fully-loaded direct labor rates for all labor categories in Section 1, by contract year, for performing all task orders issued under the resultant contract. In Section 2, the offeror shall propose all individual indirect rates and proposed profit percentage that may be applied against the Other Direct Costs proposed

when pricing a task order under the resultant contract. In Section 3, the offeror shall include a fully-loaded direct labor rate matrix for each significant subcontractor expected to exceed 25% of the RTO price. In Section 4, provide Position Descriptions for all offeror proposed direct labor categories specified in Section 1 and all significant subcontractors' proposed direct labor categories specified in Section 3.

Exhibit 4B summarizes the Prime and Significant Subcontractor direct labor hours and pricing for each individual RTO. Offerors shall use the fully-loaded direct labor rates proposed in **Attachment E** for pricing all RTO direct labor in **Exhibit 4B**.

(e) SOURCE OF PERSONNEL

Exhibit 4C shows the offeror's plans to obtain the required personnel for each individual RTO. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired for each RTO.

(f) MATERIALS BY RTO

Offerors shall complete **Exhibit 4D** for each RTO detailing the proposed material items and costs.

(g) OTHER DIRECT COSTS (ODCs) BY RTO

Exhibit 4E details the proposed other direct cost items and costs for each RTO.

(h) FIRM FIXED PRICE SUMMARY- BASE YEAR, OPTIONS, & REPRESENTATIVE TASK ORDERS

Exhibit 6 summarizes the proposed firm fixed price for the Base Year 1, Options 1, 2, 3 and 4 and RTOs #1 and #2.

(i) PHASE-IN PRICE

Offerors shall propose the total firm-fixed-price associated with the 30 day phase-in period, which will be performed under a separate, firm-fixed-price order. **Exhibit 7** shall be used to state the proposed price for the phase-in.

3. Deviations/Exceptions (Price Volume)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the Price volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of text)

Deviations/Exceptions

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Parts I and II of this solicitation, to the Representations and Certifications (Part III) or to the information requested in Part IV. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical."

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in the appropriate proposal section.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.205-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(End of provision)

4.11 EXHIBITS

Exhibit Number	Exhibit Description	Number of Pages
1	Past Performance Questionnaire	5
2	Representative Task Order 1	4
3	Representative Task Order 2	5
4	Fixed Price Summary RTO's	1
4A	RTO Pricing	1
4B	RTO Direct Labor Hours and Pricing Prime and Significant Subcontractors	1
4C	Source of Personnel RTO	1
4D	Material by RTO	1
4E	Other Direct Cost by RTO	1
5	Core Firm Fixed Price Base and Options Pricing	1
5A	Core Firm Fixed Price Base and Options Direct Labor Hours and	1

	Pricing for Prime and Subcontractors	
6	Firm Fixed Price Summary Base, Options, and RTO's	1
7	Phase-In Price	2

(End of text)

6.) Delete Attachment E Indefinite Delivery, Indefinite Quantity Rates Matrix in its entirety and replace it with Attachment E Indefinite Delivery, Indefinite Quantity Rates Matrix dated 08/03/2011 attached hereto.

7.) The proposal submission date has been extended to 08/19/2011 at 12:00 eastern standard time.